

**Emergency Financial Manager of the City of Ecorse
(Directive No. 043)**

**ORDER OF THE EMERGENCY FINANCIAL MANAGER OF THE
CITY OF ECORSE, COUNTY OF WAYNE, STATE OF MICHIGAN,
AUTHORIZING AND APPROVING THE CONTRACT FOR
CURBSIDE RESIDENTIAL AND COMMERCIAL SOLID WASTE
AND YARD WASTE COLLECTION WITH QUALITY DISPOSAL,
INC., LOCATED AT 2660 SYLVIA, INKSTER, MI 48141.**

WHEREAS, under the Local Government Fiscal Responsibility Act, Act 72, Public Acts of Michigan, 1990, as amended ("Act 72") and a Contract (the "Contract") between the State of Michigan and Joyce A. Parker, dated October 30, 2009, Joyce A. Parker has been appointed as the Emergency Financial Manager (the "EFM") of the City of Ecorse, County of Wayne, Michigan (the "City") and charged with the power to take actions with respect to the City, including the power to exercise the authority and responsibilities of the Mayor, as Chief Administrative Officer of the City, and of the City Council, as the governing body of the City, concerning the adoption, amendment and enforcement of ordinances or resolutions affecting the financial condition of the City as provided in the Home Rule City Act, Act 279, Public Acts of Michigan, 1909, as amended ("Act 279"); and

WHEREAS, pursuant to Act 72 and the Contract, the EFM, as the Chief Administrative Officer of the City, is authorized to, among other things, make, approve, or disapprove any appropriation, contract, expenditure, or loan for the City as she may deem necessary within her sole discretion to accomplish the purposes of Act 72; and

WHEREAS, the EFM solicited bids for services related to, among other things to perform curbside residential and commercial solid and yard waste collection services within the City of Ecorse.

WHEREAS, Quality Disposal, Inc., a Michigan corporation, duly qualified to provide waste collection services in the State of Michigan, submitted the winning bid for solid and yard waste disposal within the City; and

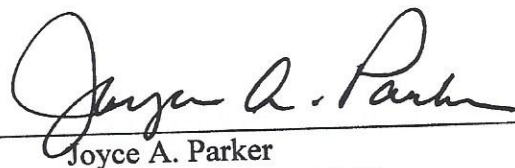
WHEREAS, the EFM has determined it is the best financial interest of the City to contract with Quality Disposal, Inc. to provide waste collection services.

WHEREAS, pursuant to Act 72, the EFM desires to authorize the officers, agents and employees of the City, including legal counsel to the City to negotiate the terms of the contract with Quality Disposal, Inc., but subject to the parameters set forth in the Order, and upon finalization of the contract to authorize the EFM to execute and deliver the contract on behalf of the City.

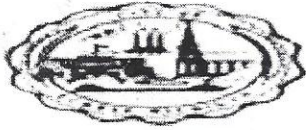
NOW THEREFORE, BE IT ORDERED BY THE EMERGENCY FINANCIAL
MANAGER OF THE CITY OF ECORSE, PURSUANT TO ACT 72 AND THE CONTRACT,
THAT:

1. Negotiations of Contract Terms and Preparation of Contract. Pursuant to Act 72, the officers, agents and employees of the City are each hereby authorized and directed to negotiate the terms of a Solid and Yard Waste Collection contract with Quality Disposal, Inc. to provide waste collection services within the City, in accordance with the bid submitted by Quality Disposal, Inc. and to cause said contract to be prepared with such modifications that shall be acceptable to the EFM, and approved by legal counsel to the City, subject to the following parameters:
Approval, Execution and Deliver of Contract. The EFM is hereby authorized and directed to execute and deliver the final Solid and Yard Waste Contract on behalf of the City, and upon execution, the contract shall become a valid and binding contract of the City, in accordance with its terms.
2. Authorization of Other Necessary Action. The Mayor, The Finance Director, the Treasurer and the City Clerk are hereby authorized and directed on behalf of the City to take any and all other actions, perform any and all acts and execute any and all documents as directed by the EFM as shall be necessary or desirable to implement this Order.
3. Repeal. All orders of the EFM, resolutions of the City Council of the City, and parts of resolutions or orders in conflict with this Order are hereby repealed to the extent of such conflict.

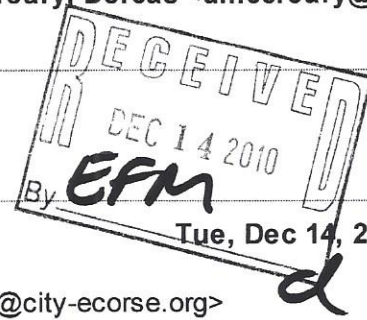
SO ORDERED this 22nd day of December 2010.



Joyce A. Parker
Emergency Financial Manager
City of Ecorse



McCreary, Dorcas <dmccreary@ecorsemi.gov>

**FW: Waste Contract Draft 1**

1 message

Archer Collins <acollins@ecorsemi.gov>

To: Dorcas McCreary <dmccreary@city-ecorse.org>

Cc: joyce parker <joyce_parker@msn.com>, "Karen L. Folks" <klfolks@city-ecorse.org>

Tue, Dec 14, 2010 at 10:32 AM

Dorcus, my email is back up. Please handle as indicated below. Thanx.

From: Archer Collins [mailto:acollins@ecorsemi.gov]**Sent:** Monday, December 13, 2010 4:35 PM**To:** 'Dorcas McCreary'**Cc:** 'joyce parker'; 'Karen L. Folks'**Subject:** Waste Contract Draft 1

Dorcus, please print the attached waste contract draft for Ms. Parker's review. Also, please prepare an EFM Directive authorizing and approving the **Contract for Curbside Residential and Commercial Solid Waste and Yard Waste Collection** with Quality Disposal, Inc., located at 2660 Sylvia, Inkster, MI 48141.

 **Waste Contract Draft 1.docx**
44K

12/22 EFM Needs updated
Contract w/o shaded areas.
Directive 043

CONTRACT

BY AND BETWEEN THE CITY OF ECORSE, MICHIGAN,
A MICHIGAN MUNICIPAL CORPORATION

AND

QUALITY DISPOSAL INCORPORATED

CONTRACT FOR RESIDENTIAL AND SMALL BUSINESS REFUSE AND COMPOST
PICKUP

THIS AGREEMENT, made and entered into this _____ day of _____ 2010, by and between the City of Ecorse, a Michigan Municipal Corporation of the State of Michigan, (hereinafter called "City"), the address of which is 3869 West Jefferson, Ecorse, Michigan 48229, and Quality Disposal, Incorporated, (hereinafter called "Contractor"), the address of which is 2660 Sylvia Street, Inkster, Michigan 48141, both of whom agree and understand as follows:

WITNESSETH:

WHEREAS, City desires to avail itself of the services, equipment, labor, materials, skill and expertise of Contractor; and

WHEREAS, Contractor desires to provide services equipment, labor, materials, skill and expertise to the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The Contractor shall perform the general types of services hereinafter enumerated:
 - A. All residential and commercial (3565 units and 43 commercial units, respectively, as of June 25, 2010) refuse shall be collected at the curb, and/or common property pickup points as designated by the City. The Contractor shall collect from any additional properties or decrease the number of pickups when requested to do so by the City as may be verified by a survey of the City to be mutually performed by representatives of the parties. The first survey shall be performed within sixty (60) days prior to the effective date of this Agreement. Subsequent surveys may be performed in the same manner as the original survey upon the request of one of the parties hereto upon sixty (60) days written notice prior to the anniversary date of this Agreement.
 - B. This contract for Residential and Small Business Refuse and Compost Pickup services are governed pursuant to the provisions of the City of Ecorse Emergency Financial Manager Directive No. ____ and attached hereto and incorporated herein as EXHIBIT "A".
 - C. Collection of appliances and other bulky items shall be made at the curb or other area designated

by the City.

- D. The Contractor shall be responsible for the disposal of all appliances that contain Freon and the Freon contained in each appliance.
- E. Residential units shall be picked up once per week on the day scheduled.
- F. Small business refuse (hand-stops) shall be picked up once per week on the same day that coincides with the residential collection. A small business shall generate no more than what a traditional household generates which is estimated to be approximately 2 cubic yards of refuse. Those generating more shall be classified as a large business and as such, be required to contract separately for collection services.
- G. Contractor agrees to provide unlimited weekly curbside solid waste collection, and transportation to the designated disposal location at Riverview Land Preserve landfill of all mixed waste placed curbside from all residents and small businesses and multi-family units (up to four units), located within the City. The City shall be solely responsible for payment of any and all disposal fees charged by such facility.
- H. Contractor agrees to provide one (1) ninety-five gallon curb cart at no cost to the City or Residents for each residence serviced under this agreement. An additional Curb Cart will be available for those residents that habitually generate more than what one cart will hold. Senior Citizens (65 years and older) and physically challenged individuals desiring a smaller cart may do so 60 days after the commencement of the proposed cart program. Those not wishing to utilize the cart may place properly prepared bagged and/or canned refuse at the curb.
- I. The term "Curb Cart" shall be defined as one (1) ninety-five gallon wheeled cart, for the use by City residents to contain their weekly residential refuse. Curb Carts will be maintained by Contractor and replaced for "normal" wear and tear. Normal wear and tear does not include the cleaning of said carts; this is the responsibility of the resident. Should any Curb Cart be damaged due to the negligence of the resident, the resident, as payment in advance to delivery of a new one shall remit a replacement charge of \$75.00. All carts will remain the property of the Contractor. All parties agree that the Contractor will phase in the Curb Cart Program, no later than April 4, 2011, unless otherwise agreed to by both parties.
- J. Return of Reusable Containers

The Contractor shall empty and then return without damage to the point of collection, all properly emptied, reusable solid waste and yard waste containers and their respective lids. The emptied containers shall be carried, not thrown, to the sidewalk and placed upside down and the lids, if any, shall be placed on top or inside the container.
- 2. Term. The Contract shall be for a period of five (5) years commencing upon the date of execution. This contract may be extended for a greater period of time under conditions agreeable to both parties hereto, if approved by the City of Ecorse's Emergency Financial Manager by Directive for the City of Ecorse and Quality Disposal, Incorporated.

3. Payment. The Contractor agrees to be compensated for said services as follows:

3.1 The Contractor shall receive payment based upon the agreed number of units to be serviced multiplied by the per unit price for services rendered each month.

3.2 Schedule of Charges. The City shall pay Contractor on a monthly basis amounts for Collection and Processing Services hereunder, regardless of participation by the City residents. The City will pay the Contractor within sixty (60) days of receipt of an invoice submitted by the Contractor for services rendered for the prior month.

A. Weekly curbside semi-automated solid waste collection and hauling which includes yard waste

\$8.00 per unit/month

B. Yard Waste Hauling & Disposal

\$18.00/ton

C. Additional collections for commercial containers over and above once per week service.

\$45.00/pick up

D. Additional service for Clean-ups over above five pulls

\$250.00/pull

3.3 Annual Rate Adjustment: The first rate adjustment will be (0) percent, July 1, 2011. The rates shall then increase by (2) percent July 1, 2012; (2) percent July 1, 2013; (3) percent July 1, 2014, and (3) percent July 1, 2015.

3.3.1 Responsibility of Contractor

The contractor is responsible for examining the sites and conditions of work. No claims for additional payment or pleas regarding the inability to perform shall be entertained, if based on alleged ignorance of existing or reasonable expected conditions.

3.4 Unit Adjustment. Contractor, after request by the Emergency Financial Manager or his/her designee, must immediately extend the above services to any new residence, multiple dwelling, small business or condominium during the term of this contract at the per unit rate as specified in Section 3 with the appropriate escalators as applied for each year. The Contractor will extend the above services to the City of River Rouge if requested by the Emergency Financial Manager during the first year of this agreement at the per unit rate provided in section 3 and the Replacement fee for negligent Curb carts of \$75.00. The Contract may be adjusted in the manner described in Section 1A of this Agreement. The City will provide Contractor with proper notification of new locations to be serviced upon the submission of a Certificate of Occupancy.

3.5 Contract may be extended for the same terms and conditions as set forth hereto, based upon mutual agreement with the City and the Contractor, provided prior notification is

given, by either party, 90 days in advance. Pricing predicated upon all governmental surcharges currently enacted.

4.0

Additional Possible Fees

4.1 The rates, upon thirty (30) days written notice, shall also be negotiated in good faith by both parties and not unreasonably withheld, due to additional taxes, charges, surcharges, and/or fees imposed by Wayne county, the State of Michigan and/or Federal Government on the collection services after the date hereof and due to laws, rules, regulations and ordinances which are passed after the date hereof or the interpretation or enforcement of which has changed after the date hereof which have the effect of increasing the collection services direct costs.

4.2 Contract predicated upon the base price of \$2.90/gallon for diesel fuel. Should diesel fuel prices go up or down by \$0.20/gallon at any given time during the term of this contract, a \$0.05/unit service increase or decrease shall be applied over and above the base price for every \$0.20/gallon increment. Fuel adjustments shall be made twice per year, in six (6) month intervals, by averaging the cost paid by the Contractor over the previous six-month term upon the submission of actual invoices by the Contractor acceptable to the City.

4.3 The parties agree that they will negotiate in good faith to determine an equitable division of such costs insofar as they apply to the subject matter of this agreement. The Contractor shall not be entitled to any increase associated with violations of law, regulations, ordinances, or permit conditions.

5.0

Supervisor

5.1 The Contractor shall have a field supervisor assigned to the City. The field supervisor shall have duties directly related to the efficient pickup of refuse in the City of Ecorse. The supervisor shall familiarize themselves with all of the routes, including residential and small business, and shall make daily checks to insure that the pickups are occurring as scheduled. Whenever, in the opinion of the City, a field supervisor is careless, conducts himself improperly, or causes a violation of the contract between the Contractor and City, the Contractor shall, upon the complaint from the City, remove that supervisor from the route and shall not return the employee to perform services related to this Contract without the prior consent of the City.

5.2 Equipment and Workers. The Contractor must provide all equipment required for performance of its obligations hereunder. The vehicles used for collection shall have a completely enclosed, watertight, compaction type body and shall be properly designed so that the wheel-to-axle loads with a fully-loaded body shall not exceed the schedule of weights allowed by the laws of the State of Michigan, County of Wayne and City of Ecorse.

5.3 If it is not possible to fully load the body and stay within the limits of the law, the Contractor shall be required to reduce the loads in the body until they conform to the law. One-man collection vehicles will be acceptable. Sufficient equipment and personnel must be furnished to make one (1) complete collection from the entire City within five (5) days.

- 5.4 The contractor shall also provide additional open-type vehicles as needed for special residential bulky items placed curbside.
 - 5.5 The Contractor shall have available standby collection equipment in the event of equipment breakdowns.
 - 5.6 The equipment used by the Contractor shall be painted uniformly and must be maintained in good condition. Each piece of equipment shall be assigned a number. That number shall be clearly painted on the front and sides of the vehicle. The equipment shall be cleaned and washed as often as necessary to keep it presentable and reasonably free from objectionable odors.
 - 5.7 The Contractor shall provide the City with copies of all documents requested by the City, including but not limited to the following documents: the City may request monthly weight tickets and any other documents and/or reports as requested.
 - 5.8 The Contractor shall provide the City with all tonnage reports for all solid waste deposited at the landfill and all yard waste delivered to the compost facility, by the 15th of every month.
 - 5.9 The Contractor shall employ only competent and efficient workers. Whenever, in the opinion of the City, a worker is careless, conducts themselves improperly, or causes a violation of the contract between the Contractor and City, the Contractor shall, upon the complaint from the City, remove that employee from the route and shall not return the employee to perform services related to this Contract without the prior consent of the City. The Contractor's employees must be dressed in proper attire at all times, and must wear shirts at all time as approved by the Contractor and the City.
 - 5.10 The Contractor's equipment and local facilities shall be subject to inspection and rejection by the Director of the Department of Public Works or their authorized representative. Any rejected equipment must be repaired or replaced by the Contractor as soon as reasonably possible.
6. Route Schedule. The Contractor agrees that the route schedules are to be furnished to the DPW and the schedule of which will be the same as has been in effect for the City for the past several years. The Contractor agrees that it will not change the daily pickup or routes without the prior written approval of the City. The City reserves the right to change routes as conditions may warrant as agreed to by both parties herein.
7. Days of Collection. Collections may be scheduled for a five (5) day week, except where, due to holidays or unforeseen circumstances, it may be necessary to work on Saturday. In no case shall collections be allowed on Sunday unless the City's Emergency Financial Manager or their authorized representative has given approval in writing. The City may decide at any time during the term of this contract to direct the Contractor to make pickups every other week for any number of months during a given year as agreed to by the parties herein deemed if financially necessary by the City by providing Contractor a written sixty (60) day prior notification.

8. Hours of Collection. The collection shall not be started before seven (7:00) a.m., E.S.T., unless special permission is received from the City's Emergency Financial Manager or an authorized representative who shall be solely authorized to make any modification of the hours of collection. No work shall be continued past seven (7:00) p.m., E.S.T. Collection of refuse, compost or any other items after these designated times is strictly prohibited and may only be done so with the authorization of the City's Emergency Financial Manager or their designee.
9. Routes of Collection. Collection routes and schedules within the City shall be established by the Contractor and approved by the City for five (5) days per week collection.
10. Collection on Holiday. Refuse shall not be collected on the official holidays which at the present time include the following: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Additional holidays may be included if agreed to by both parties.
11. Holiday Interruption. Where the schedule is interrupted because of a holiday, or any other factor that causes a delay in the normal collection schedule, it shall be the duty of the Contractor to take all measures necessary to return to the normal collection schedule by the Saturday following the holiday.
12. Interrupted Collection. In the event the Contractor is unable to provide service due to inclement weather, collection will take place the next day following the scheduled collection day, or as soon as weather conditions allow. The Contractor shall notify the City should service be interrupted due to severe weather conditions.
13. Seasonal Pickups. The Contractor agrees to collect separated compostable yard waste and leaves from the first full week of each April thru the end of the week that includes December 15th of that same year. There is a mandatory separation program for the collection of compostable waste from all the residential units. The Contractor shall pickup compostable yard waste from all residential units for the required period. Compostable yard waste pickup in conjunction with this mandatory separation program shall be kept separate from other refuse and delivered for disposal at a licensed processing facility selected by the contractor and approved by the City. Contractors proposing to dispose of the City Compost at their licensed Compost facility shall remit the disposal/processing charges as identified in Section 3.2. Bags or durable containers used in this program will be supplied by other parties and are not the responsibility of the Contractor or the City. Yard waste must be placed in biodegradable paper bags or placed loose in 10-35 gallon cans clearly marked with a "Yard Waste" sticker. Upon request, "Yard Waste" stickers shall be provided by the Contractor, to the City at no additional charge. Positively no plastic bags will be accepted. Branches and twigs must be placed in bundles/tied no larger than two (2) feet by four (4) feet long or fifty (50) pounds per bag or bundles. No tree trunks or stumps will be accepted. Christmas trees will be collected as trash for three weeks following the holiday.
14. The Contractor shall also assume responsibility for the disposal of all residential and small business refuse, such as appliances, etc.
15. The Contractor shall also assume responsibility for the pick up of all materials and items set out for pickup, including move outs, put outs or any special events. Such pickups shall be verified by photographs taken by the Contractor who shall contact a designated DPW representative to verify the pickup. The Contractor shall be paid \$150.00 for each such pickup.
16. Bulky Waste Items. Items too bulky or large for normal pick up shall be picked up on the regular

collection day. Such special pick up items shall include, but not be limited to, hot water tanks, mattresses and box springs, refrigerators, and other household appliances, including but not limited to, toys, tools, clothing, kitchen and laundry appliances, air conditioner units, furniture, etc. The Contractor shall be responsible for the proper and legal disposal of all appliances that contain Freon and the Freon contained in each appliance.

- 16.1 Neither the term solid waste nor "bulky Item" shall include organic or otherwise putrescible animal or vegetable matter; yard waste mixed with solid waste; carbonated beverage containers; dead animals or human waste; hazardous waste; large auto engines and/or chassis parts; metal drums, liquids of any kind; stone, rock, dirt, steel, iron; large amounts of construction/demolition materials or any other material banned from the landfills as per the disposal contract with the Riverview Land Preserve or such other disposal site in use during the life of this Agreement.
17. Private Drives - All homes residing on private drives must place their refuse at the end of the private drive for collection unless, they have enough space, meaning width of drive and ample room for the truck to turn around and have signed a waiver releasing Contractor from any damage that may occur to their property while servicing their container.
18. Physically challenged individuals - may request side door service provided they submit documented proof of their disability to the Contractor with a copy to the City and they do not reside on a private drive.
19. Acceptable Containers and Location. The Contractor agrees that it shall provide to each and every residential and small business pickup site in the City of Ecorse at least one 95 gallon refuse collection container. Contractor further agrees that residential or small businesses users are not obligated to use said container, but are only encouraged to use. The Contractor agrees that it will pickup refuse at the curbside regardless whether they are plastic containers provided by the Contractor, plastic bags or other types of containers that are watertight (tight fitting covers) and equipped with lift handles. The Contractor is obligated to pick up from residential buildings or small business sites. Containers, bags or bundles shall not exceed fifty pounds in weight and three (3') feet in length unless the aforementioned is in the "Curb Cart" container provided by the Contractor.
20. Roll Off Containers The Contractor shall provide a Roll Off containers as reasonably requested by the City at no additional charge (not to exceed a total of 40 pulls collectively for all containers) and subject to the following: City Hall and/or DPW Yard As a part of the aforementioned 40 roll-off collection mentioned above under Section 20, and not in addition to: One (1) 30-yard containers for Refuse shall be placed at the City Hall and/or DPW Yard for all municipal solid waste generated by the Department of Public Works.. The City shall be responsible for the remittance of all disposal fees associated for the waste that was generated at the City Hall and/or DPW.
- 20.1 Spring/Fall Clean-up As a part of the aforementioned 40 roll-off collection mentioned above under 20, and not in addition to: The City has the option to utilize up to fifteen (15) thirty (30) yard roll-off containers for the Spring citywide and up to five (5) thirty (30) yard roll-off containers for the Spring/Fall city-wide cleanups. The City shall be responsible for labor and for the remittance of all disposal fees associated for the

waste that was generated under the Spring and Fall Clean-ups.

20.2 Street Sweeping Containers. As a part of the aforementioned 40 roll-off collections mentioned above under 20.1, and not in addition to: The Contractor further agrees that roll off containers utilized for street sweeping materials are serviced approximately two or three times per year and do not exceed legal limits. The Contractor agrees to perform this haul away service when requested by the city. The Contractor shall perform tests on street sweeping materials in accordance with State and Federal Law, Rules and regulations. Furthermore, the Contractor shall dispose of all street-sweeping materials at a state licensed facility at no additional charge to the City.

20.3 In the event that the Contractor is requested to pick up more than 40 pulls collectively for all services as listed above per contract year as listed under subsection 20.1 – 20.3, then the Contractor shall charge the City \$200.00 per 30 cubic yard roll-off container or \$250.00 per 40 cubic yard roll-off container for each additional pick up.

21.0 Disposal of wastes shall be governed by the Landfill rules and regulations. The charge for disposal at the sites operated by the Riverview Land Preserve or alternate site(s) will be paid by the City. In case the City of Ecorse require and notifies the Contractor that there is a need to change the tipping site to a location other than directed or operated by the Riverview Land Preserve or yard waste compostable site selected by the contractor, the City shall have the right to designate other disposal sites at no additional cost as long as the distance to such disposal site from the City of Ecorse is no greater than the distance to the currently approved facility. This provision shall also apply to both compostable and non-compostable refuse.

21.1 The Contractor agrees to provide a fair and reasonable rate and guarantee 25 years of disposal capacity for the City at their designated landfill as a backup landfill. The Contractor guarantees disposal landfill capacity at its Carleton Farms facility located at 2880 Clark Road, New Boston, MI . The City shall approve any rates proposed by the contractor for disposal of any solid waste at their backup landfill.

All yard waste shall be disposed at the licensed compost processing facility selected by the contractor and approved by the City. The City shall be responsible for remittance of the disposal cost associated for that yard waste that was generated under the confines of this contract as identified under the schedule of charges.

22. Insurance

A. The Contractor agrees that it is an independent Contractor and not an employee of the City.

B. The Contractor shall take out and maintain during the life of this contract such liability insurance as shall protect it and the City from claims for damages which may be incurred as a result of this Agreement in an amount as specified herein.

(4) Owner's Protective Liability - Coverage shall be occurrence form

General aggregate	\$1,000,000
Each occurrence	\$1,000,000

- F. The Contractor further agrees to name the City of Ecorse as an additional named insured under the terms and conditions of insurance coverage.
- G. Should any of the above described policies and/or limits of insurance be cancelled before the expiration date of said policies, the issuing insurer shall mail written notice to the City of Ecorse within thirty (30) days.
23. Performance Bond. The Contractor agrees that it shall furnish satisfactory performance in the amount equal to 75% of the annual amount, to the City in a form acceptable to the City.
24. Hold Harmless/Defense. The Contractor agrees to defend and hold the City, its agents, servants and employees harmless and indemnify same for any and all claims, disputes, costs, damages, lawsuits and/or judgments arising out of Contractor's operations and performance of its contractual obligations under this agreement.
25. Assignment of Contract. The Contractor shall not assign this contract or any part thereof or any subsequent contract to any person or persons unless such assignment or subcontracting is approved in writing by the City. The subcontractor, if any, may not be changed without prior approval of the City. Should the Contractor violate these provision(s), the City may terminate this contract at its sole option.
26. Sub-Contractors. It is expressly understood that no subcontractor shall be used by the Contractor in the performance of these contractual obligations except with the expressed written authority of City.
27. Contract extension. This contract can be extended for any period of time upon sixty (60) days advance written notification by either the City or the Contractor. Negotiations will take place at the time by persons authorized by the Emergency Financial Manager and the Contractor. Any extension must be approved by the Emergency Financial Manager and the Contractor.
28. Non-Performance by Contractors-Penalties. The Contractor shall be deemed to have failed to make collections provided in the Contract when it fails on any collection day to collect and remove residential refuse and other materials (classified as bonafied "missed stop" defined as those households that have placed their materials curbside prior to the arrival of the collection equipment, yet hauler misses the stop) the Contractor is obligated under the contract to collect, from less than one hundred (100%) percent of the eligible households, small businesses, multi-families, and condominiums (up to four units) ordinarily and normally receiving collection services on such collection day. If the Contractor has collected residential refuse of other materials which the Contractor is obligated to collect from less than one hundred (100%) percent of the eligible households and businesses on such collection day, Contractor

shall pay or credit to the City, as appropriate, the following amounts:

- A. If Contractor returns upon the same day to collect the "bonafied missed refuse stop" previously uncollected there is no penalty.
- B. If City notifies Contractor after 3:00 PM and the Contractor returns before 12 Noon the following day to collect the "bonafied missed refuse stop" previously uncollected, there is no penalty.
- C. If Contractor collects such previously uncollected "bonafied missed refuse stop" on the next scheduled collection day after 3 PM, Contractor shall pay a \$200.00 late fee. If Contractor fails to collect the refuse by the next scheduled collection day then the Contractor shall pay an additional \$350.00 per day late fee.

The Contractor shall pay the sum of \$350.00 per day for each vehicle hired or used by the City if the City performs a service in which the Contractor has failed to perform and an additional \$200 per day for each person used or employed by the City for performing such substitute service.

- D. Any failure, by the Contractor, to clean-up oil spills, fluid spills, compost spills and other messes within a four (4) hour period of being notified of such occurrences shall result in a \$200 penalty (per occurrence).

29. Breach of Contract. No failure by the City or the Contractor to insist upon the strict performance of any covenant, term or condition of this contract or to exercise any right, term, or remedy consequent upon any breach thereof, shall constitute a waiver of any such breach. No waiver of any breach shall affect or alter this contract, but each and every covenant, term and condition of this Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

30. Right to Perform. The City reserves the right to perform or cause to be performed these contractual obligations in the event that the Contractor does not perform the contract obligations in a satisfactory and timely manner.

31. Complaints. Contractor will have regular hours of 8:00 AM through 5:00 PM Monday through Friday to answer all questions and complaints, if any, that the City residents may have. Contractor further agrees that every complaint shall be investigated by them and where the same involves a failure to collect refuse, which in all regards complies with the City Ordinance requirements; it shall make such collection the same day if reported prior to 3 PM. If reported to Contractor after 3 PM, then no later than 12 noon the following day. Residents may contact the Contractor's office locally at **Need Information to Enter** or toll-free at **Need Information to Enter**.

32. Discrimination and Disability Acts. In accordance with the Elliott-Larsen Civil Rights Act, the parties hereto covenant not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status, and to require a similar covenant on the part of any subcontractor that may be employed in the performance of this agreement.

33. It is further agreed to by the Contractor that it will comply with all the terms, conditions and requirements of the Americans with Disabilities Act, including not only its hiring practices, but its employment practices and all of the requisite accommodations necessary there under to comply with that act.

34. City Agents. No agent of the City shall have power to revoke, alter, enlarge or relax the stipulations or requirements of this contract without the formal authorization to do so, by ordinance, resolution or official action of the City evidenced by a directive from the Emergency Financial Manager.

35. Unenforceability. If any portion of this contract or the application thereof to any person or circumstance shall, to any extent, judicially be determined to be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.

36. Force Majeure. Except for the payment obligations of the City hereunder, if the City or the Contractor is unable to perform, or is delayed in its performance of, any of its obligations under this Agreement by reason of any event of force majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the City or the Contractor to correct the adverse effect of such event of force majeure.

37. An event of "Force Majeure" shall mean any events or circumstances beyond the reasonable control of the affected party to the extent that they delay the City or the Contractor from performing any of its obligations (other than payment obligations) under this Agreement; including the following:

- 37.1 Strikes, work stoppages, and other labor unrest,
- 37.2 Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, strikes, and explosions (except those cause by negligence of the Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively heavy or inclement weather; and
- 37.3 Acts of a public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrections, riots, civil disturbances, or national or international calamities.

38. In order to be entitled to the benefit of this section, a party claiming an event of force majeure shall be required to give prompt written notice to the other party specifying in detail the event of force majeure and shall further be required to use its best efforts to cure the event of force majeure. The parties agree that, as to this section, time is of the essence.

39. The City will grant such variances in routes and schedules as are reasonably required in the event of force majeure, and will negotiate fees with the Contractor for any additional work or any decrease in work, which the Contractor may agree to perform in such event.

40. Education. The Contractor shall be responsible, at no cost to the City, for informing all of the residents and small businesses, from which refuse is collected, when the Solid Waste, Bulky Waste and Yard Waste collections will occur and the types of containers that will be acceptable for the types of items being set out. Introductory brochures will be provided to all residential households and small businesses prior to the commencement of the effective date of this Agreement identifying the specific collection day for each residential household and small business, the proper preparation of materials, and dates of regular collection and their collection day in the event of a holiday.

The City will assist this effort by providing mailing addresses for households and businesses affected by this Agreement. The Contractor shall cooperate and consult with the Director of the Department of Public Works relative to providing literature, pamphlets, maps, illustrations, stickers, cable television messaging, or diagrams to residential households and small businesses from which it collects detailing the collection process and/or methods of preparing Solid Waste, Bulky Waste or Yard Waste for collection.

After the introductory period, the Contractor shall provide the City with additional copies of the educational information as needed to provide to new residents. The Contractor may from time to time be invited by the City to provide presentations, and shall use its best efforts to attend, community events to explain Solid Waste, Bulky Waste and Yard Waste collection methods.

41. Hiring of City of Ecorse Residents. The Contractor shall use its best efforts to hire City of Ecorse residents whenever possible provided that they meet the hiring requirements of the Contractor. Contractor shall provide documentation as reasonably requested by the City and permitted by law.
42. Notice. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon personal delivery, or upon the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. The time period in which a response to any notice, demand or request must be given shall commence on the date of receipt by the addressee thereof. Rejection or other refusal to accept delivery or inability to deliver because of changed address, of which no notice has been given, shall constitute receipt of the notice, demand or request sent. Any such notice, demand or request shall be sent to the respective addresses set forth below:

To Contractor: Quality Disposal, Inc.
2660 Sylvia
Inkster, MI 48141
Attn: President

To City: City of Ecorse
3869 West Jefferson
Ecorse, MI 48229
Attn: Emergency Financial Manager

43. Amendments: Conflict. This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be amended or modified only by a written agreement signed by both parties. Any conflict between this Agreement and the Exhibits hereto shall be controlled by this Agreement.

44. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan and ordinances of the City of Ecorse affecting those engaged in the work to be done under this Agreement, including but not limited to any contract for any disposal site that the City have in effect.

45. Exclusivity. The Contractor shall have the sole and exclusive franchise, license and privilege to provide solid waste collection services to all residents within the City during the term of this Agreement, except that the City may, in its sole discretion, pick up any solid wastes contemplated under this Agreement

46. Invoices & Payments. The Contractor shall bill the City on a monthly basis for Collection Services to be provided for the previous month and the City will pay the Contractor within Sixty (60) days of receipt of invoice. Such billing and payment shall be based on the rates set forth herein, as may be adjusted in accordance herewith. The Contractor shall be entitled to payment for services rendered based solely upon the unit count, irrespective of whether or not any waste was collected from a unit.

47. City Termination of the Contract Services:

47.1 This agreement may be terminated by either party hereto upon ninety (90) days written notice to the other party.

47.2 Materially Violates Any Law or Regulation of any of the City of Ecorse, State or Federal laws, rules, regulations, ordinances and specifications, in performance of this Contract;

47.3 Files for Bankruptcy or Insolvency If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;

47.4 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency;

47.5 Assigns this Contract or any portion thereof without prior approval by the City (which shall not be unreasonably withheld).

48. Contractor Termination of the Contract Services: Contractor may stop service or terminate this contract if, through no act or fault of the Contractor, the City's Solid Waste Program is suspended for a period of more than sixty days by the City. Under this circumstance, the Contractor may, upon Ten day's written notice to the City, terminate the Agreement and recover from the City payment for completed services.

IN WITNESS WHEREOF, the City of Ecorse and Quality Disposal, Incorporated have caused this Contract to be executed by the persons authorized to do so, as of the day and year first written above.

WITNESSED BY:

CITY OF ECORSE,
A Michigan Municipal Corporation,

BY: _____
Joyce A. Parker, Emergency Financial Manager

WITNESSED BY:

Quality Disposal, Incorporated

BY: _____
Cordell Wyatt, President